

§707-731 Sexual assault in the second degree. (1) A person commits the offense of sexual assault in the second degree if:

(a) The person knowingly subjects another person to an act of sexual penetration by compulsion;

(b) The person knowingly subjects to sexual penetration another person who is mentally defective, mentally incapacitated, or physically helpless; or

(c) The person, while employed:

(i) In a state correctional facility;

(ii) By a private company providing services at a correctional facility;

(iii) By a private company providing community-based residential services to persons committed to the director of public safety and having received notice of this statute;

(iv) By a private correctional facility operating in the State of Hawaii; or

(v) As a law enforcement officer as defined in section 710-1000(13),

knowingly subjects to sexual penetration an imprisoned person, a person confined to a detention facility, a person residing in a private correctional facility operating in the State of Hawaii, or a person in custody; provided that paragraph (b) and this paragraph shall not be construed to prohibit practitioners licensed under chapter 453, 455, or 460, from performing any act within their respective practices; and further provided that this paragraph shall not be construed to prohibit a law enforcement officer from performing a lawful search pursuant to a warrant or exception to the warrant clause.

(2) Sexual assault in the second degree is a class B felony. [L. 1986, c 314, pt of §57; am L 1987, c 181, §10; am L 1997, c 366, §1; am L 2002, c 36, §1]

INMATE THINKING ERRORS & CRIMINAL THINKING

(Yokelson and Samenow)

- Closed thinking not receptive to feedback from others, not self critical;
- Victim stance views self as a victim and blames others;
- Views self as a good person fails to acknowledge own destructive behavior,
- builds self up at others' expense;
- Lack of effort unwilling to do anything perceived as boring, has an "I can't" attitude;
- Lack of interest in responsible performance responds only if there is an immediate payoff;
- Lack of time perspective does not learn from the past, inability to delay gratification;
- The fear of fear denies fear in self and attacks fear in others;
- The power thrust uses intimidation to control others;
- Uniqueness different from and better than others, rules do not apply to them; . Ownership perceiving all things and people as objects to possess.

(Milkman)

- Personal Responsibility: You are in prison now because you had a run of bad luck.
- Criminal Rationalization: The real reason you are in prison is because of your race.
- Street Values: If someone disrespects you, you have to straighten them out even if you have to get physical.
- Cold Heartedness: You do not worry about hurting someone's feelings.
- Power Orientation: When people tell you what to do, you become aggressive.
- Entitlement: Society owes you a better life.
- Mollification, You find yourself blaming the victims of some of your crime.

(Others)

- Identification: Everybody does it. The only difference between you and me is you never got caught.
- Justification: If they had taken better care of their property I wouldn't have been able to take it. They deserve to lose it. It's their fault.
- Blame: My PO (probation or parole officer) didn't like me. The victim wasn't going to press charges but the police forced them to. The policeman had a quota to fill.
- Minimizing: What I did is not so bad, I never really hurt anyone.
- Consequences: I said I was sorry, that should have been the end of it.
- Empathy: I don't feel sorry for them. What I did doesn't really affect them.
- Gratification: Seeks immediate gratification, fails to see the importance of earning privileges.
- Self Centered: Overwhelming and pervasive thinking and behavior that is self serving to an extreme at the expense of others rights

MORE THINKING ERRORS

1. Closed Channel Thinking
 - Not Receptive
 - Not Self Critical
 - No Disclosure
 - a) Good at pointing out, giving feedback on faults of others
 - b) Lies by omission
2. Victimstance
 - a) Views self as victim (the criminal will even blame social conditions)
 - b) Blames others
3. Views Self As A Good Person
 - a) Focuses only on his/her positive attributes
 - b) Fails to acknowledge his/her destructive behavior
 - c) Builds self up at others expense
4. Lack Of Effort
 - a) Unwilling to do anything he/she finds boring or disagreeable
 - b) "I can't" meaning "I won't"
5. Lack Of Interest In Responsible Performance
 - a) Responsible living viewed as unexciting and unsatisfying
 - b) No sense of obligation
 - c) Will respond only if he/she nets an immediate payoff
6. Lack Of Time Perspective
 - a) Does not use past as a learning tool
 - b) Expects others to act immediately on his/her demands
 - c) Decisions on assumptions, not facts
7. Fear Of Fear
 - a) Irrational fears (many) but refuses to admit them
 - b) Fundamental fear of injury or death
 - c) Profound fear of put down
 - d) When held accountable experiences "zero state" - feels worthless
8. Power Thrust
 - a) Compelling need to be in control of every situation
 - b) Uses manipulation and deceit
 - c) Refuses to be dependant unless he/she can take advantage of the situation
9. Uniqueness
 - a) Different and better than others
 - b) Expects of others that which he/she fails to meet
 - c) Super-Optimism - cuts fear of failure
 - d) Quits at the first sign of failure
10. Ownership Attitude
 - a) Perceives all things, people, objects to possess
 - b) No concept of ownership, rights of others
 - c) Sex for power, control, and self gratification - not intimacy

CORRECTIONS PROGRAM SERVICES**AGREEMENT BETWEEN CONTRACT EMPLOYEE AND
THE DEPARTMENT OF PUBLIC SAFETY**

Date: _____

_____ of _____ will provide services for
Name of Contract Staff Name Of Agency
The Department of Public Safety inmates.

I have received and understand the Handbook For Contract Employees that contains the rules and regulations regarding confidentiality, mandatory reporting, sexual assault, professional conduct, and Code Of Ethics. I agree to abide by all the rules and Policies and Procedures of the Department of Public Safety. I understand that my failure to do so may result in my termination from being allowed to work with Department inmates.

Signature of Contract Employee Date

Witness Date

CONTRACT NO. _____

Attachment 2

TIME OF PERFORMANCE

This agreement shall be for a twelve (12) month period commencing July 1, 2009, or on the start date stated on the Notice to Proceed. This agreement may be extended for two (2) additional twelve-month periods, or portion(s) thereof, upon prior mutual agreement in writing and subject to the availability of funds beyond June 30, 2009.

AG Form 103F (9/06)
Time of Performance

COMPENSATION AND PAYMENT SCHEDULE

Payment to Provider shall be made on a reimbursement basis, per inmate, per bed day, using the schedule below. The Provider shall not be compensated for any time spent in consultation with WCCC staff regarding curriculum development, staff meeting and case conferences.

The total annual billing of the Agreement shall not exceed \$900,090.00 per year and is subject to the availability of funds beyond June 30, 2009..

The daily bed rate for the services offered will be:

Price per bed per day: In Facility

\$98.00

Estimated number of beds to be used

Up to thirty beds

Price per bed day: In Community

\$49.00*

The daily bed rate shall include all costs associated with the carrying out of the terms of this agreement, including all case management, job placement, on-site life skills and all applicable taxes. Re-entry services shall include personal relationship counseling, development and improvement of life skills and attitudes, cognitive skill training, and treatment for substance abuse, domestic violence, physical and sexual abuse.

The Provider shall be paid for beds occupied based on a daily bed rate of \$98.00 per bed day, per resident for up to thirty (30) beds.

*The bed day rate for In Community beds (Community Placement) will be contingent on availability of funds from unused bed days from the over-all program budget of \$900,090 set forth by the Department. The ability to provide services will be dependent upon the ability to charge \$49.00 per day from the program budget.

Payment to the Provider shall be made monthly upon receipt of an original invoice and two copies. The invoice shall include contract number, the names of the inmates and number of bed days for each inmate. The daily bed rate shall include all costs including the General Excise Tax (GET).

The Provider shall be responsible for monitoring the number of bed days utilized and payment of treatment services to sub-providers. No other payment shall be honored.

CONTRACT NO. _____

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

The Provider shall submit to the Corrections Program Services Division Administrator, whose address is below, a monthly invoice for payment of delivered services no later than 30 days after the last day of the month.

Department of Public Safety
Corrections Program Services – Substance Abuse Services Office
919 Ala Moana Boulevard, Room 405
Honolulu, Hawaii 96814

The monthly invoice shall include the following where the Provider's representative shall certify the request for payment and the Department's representative shall approve for payment:

I certify that all expenditures reported
or payments requested are to the best
of my knowledge in full compliance with
the terms and conditions of the contract:

Certified Correct and
Approved for Payment:

Agency Representative Date

Division Administrator

The Provider shall be compensated in full for each service provided in accordance with the terms and conditions of the agreement. In the event that a session does not proceed as scheduled, the agreement provisions shall apply.

Funding for this contract is subject to revisions, based upon budgetary availability. The Department on a quarterly basis or more will review funding frequently if needed during the agreement period.

A tax clearance certificate, not over two (2) months old, with an original green certified stamp, must accompany the invoice for final payment on the contract.

CONTRACT NO. _____

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. **Modification and Termination of Contract**

4.1 **Modifications of Contract.**

4.1.1 **In Writing.** Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 **No Oral Modification.** No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 **Tax Clearance.** The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 **Termination in General.** This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 **Termination for Necessity or Convenience.** If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 **Termination by PROVIDER.** The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 **STATE's Right of Offset.** The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. **Indemnification**

- 5.1 **Indemnification and Defense.** The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 **Cost of Litigation.** In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. **Publicity**

- 6.1 **Acknowledgment of State Support.** The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 **PROVIDER's Publicity Not Related to Contract.** The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. **Miscellaneous Provisions**

- 7.1 **Nondiscrimination.** No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 **Paragraph Headings.** The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

CONTRACT NO. _____

SPECIAL CONDITIONS

Facsimile or electronic copy: This Contract may be executed and transmitted by facsimile or other electronic means. Facsimile or electronic signatures shall be acceptable and effective to the same extent as original signatures, and shall be deemed the original of the Contract.

STATEMENT OF ATTESTATION FOR INTERNET POSTING

I, Marc S. Yamamoto, Procurement & Supply Specialist IV
(Name) (Title)

of the Department of Public Safety, do attest that in
(Agency)

(Check appropriate statement)

☐

Chapter 103D, HRS

compliance with Section 3-122-16, Hawaii Administrative Rules, the attached procurement notice was posted to the State & County Procurement Notice System (PNS) Website, [<http://www4.hawaii.gov/bidapps/>]

☒

Chapter 103F, HRS

compliance with Procurement Circular No. 2003-04, dated May 9, 2003, the attached procurement notice was posted to the State & County Procurement Notice System (PNS) Website, [<http://www4.hawaii.gov/bidapps/>]

on 04/17//2009.
(Date(s))

Marc S. Yamamoto
(Signature)

4/17/09
(Date)

Attached: Procurement notice

SPO Form-20 (04/11/05)

April 17, 2009

REQUEST FOR PROPOSALS

**Correctional Work Furlough and Halfway House
PROGRAM FOR WOMEN INMATES ON OAHU
RFP No. PSD 09-CPS/SA-40**

The Department of Public Safety, Corrections Program Services Division, is requesting proposals from qualified applicants to provide a Correctional Work Furlough and Halfway House Program for Women Inmates on Oahu. The initial contract term will be from July 1, 2009 through June 30, 2010, with the option to extend for one additional twelve month period or portions thereof, subject to the availability of funds, satisfactory performance of the provider and prior written mutual consent. Multiple contracts may be awarded under this request for proposals.

The women offenders who will be referred to this program will be those who are approaching release from incarceration and transitioning back into the community. The Service Provider shall provide counseling services, job placement services and 24-hour supervision. Services in the area of cognitive skills training, substance abuse, domestic violence, physical and sexual abuse will be required for all the participants in this community residential setting.

Proposals shall be mailed, postmarked by the United States Postal Service on or before May 18, 2009, and received no later than 10 calendar days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on May 18, 2009, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Corrections Program Services Division will conduct a non-mandatory orientation on April 22, 2009 from 11:00 a.m. to 12:00 p.m., HST, at 919 Ala Moana Boulevard, Room 404, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m. HST on April 27, 2009. All written questions will receive a written response from the State on or about May 1, 2009.

Inquiries regarding this RFP should be in writing to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, fax: (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant's Name T. J. Mahoney & Associates, Inc.

Address 3900 Paradise Road, Suite 257

City/State/Zip Code LAS VEGAS, NV 89169-0934

DBA/Trade Name _____

2. TAX IDENTIFICATION NUMBER(S): (Complete applicable ID numbers)

HAWAII TAX ID # W _____

FEDERAL EMPLOYER ID # _____
(FEIN)

SOCIAL SECURITY #(SSN) _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- ☐ CORPORATION ☐ S CORPORATION ☒ TAX EXEMPT ORGANIZATION
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ ESTATE ☐ TRUST
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP
☐ Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____
☐ Subsidiary Corporation; enter parent corporation's name and FEIN: _____

4. THE TAX CLEARANCE IS REQUIRED FOR:

- ☒ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * ☐ LIQUOR LICENSE *
☐ REAL ESTATE LICENSE ☐ CONTRACTOR LICENSE ☐ BULK SALES**
☐ FINANCIAL CLOSING ☐ PROGRESS PAYMENT ☐ PERSONAL
☐ HAWAII STATE RESIDENCY ☐ FEDERAL CONTRACT ☐ LOAN
☐ SUBCONTRACT ☐ OTHER _____

* IRS APPROVAL STAMP IS ONLY REQUIRED FOR PURPOSES INDICATED BY AN ASTERISK.

** ATTACH FORM G-8A, REPORT OF BULK SALE OR TRANSFER

5. NO. OF CERTIFIED COPIES REQUESTED:

6

6. SIGNATURE:

KIRK B. HENHARD
PRINT NAME
[Signature]
SIGNATURE

Executive Vice President
PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor
4/24/09
DATE

TELEPHONE _____

FAX _____

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.
PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.
SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY	
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>01/15/83</u>	
HAWAII RETURNS FILED IF APPLICABLE 20____ 20____ 20____	
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> APR 24 2009 per <u>[Signature]</u> Department of Taxation	
*IRS APPROVAL STAMP <u>92-20094</u> APR 24 2009 <u>[Signature]</u> V & I Honolulu	
CERTIFIED COPY STAMP <u>[Stamp]</u> Internal Revenue Service	

TJMAHON-01 KAJ2

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/30/2008
PRODUCER Bank of Hawaii Insurance Services, Inc. 130 Merchant Street, Ste #1910 Honolulu, HI 96813	(808) 694-4599	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED T J Mahoney & Associates, Inc. 3900 Paradise Rd #264 Las Vegas, NV 89109	RECEIVED JAN - 5 2009 BY: _____	INSURERS AFFORDING COVERAGE INSURER A: Riverport Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		12/31/2008	12/31/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		12/31/2008	12/31/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		12/31/2008	12/31/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				NO STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

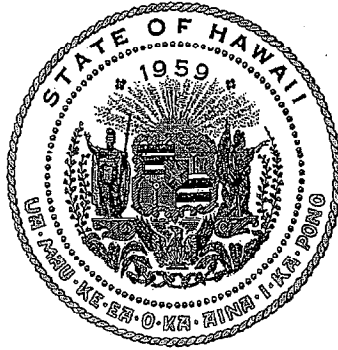
Re: 524 Kaaahi Street, Honolulu, HI

The State of Hawaii is an Additional Insured as respects to operations performed for the State of Hawaii. This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, 919 Ala Moana Blvd., Room 413, Honolulu, HI 96814. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

CERTIFICATE HOLDER State of Hawaii Dept. of Public Safety 919 Ala Moana Blvd., Room #413 Honolulu, HI 96814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY REGISTERED MAIL. _____ AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs
of the State of Hawaii, do hereby certify that

T. J. MAHONEY & ASSOCIATES

incorporated under the laws of Colorado

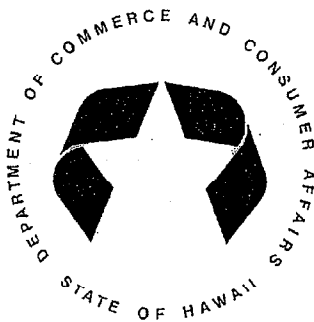
was duly registered to do business in Hawaii as a foreign
nonprofit corporation on 01/17/1983, and that, as far as
the records of this Department reveal, has complied with all
of the provisions of the Hawaii Nonprofit Corporation Act,
regulating foreign nonprofit corporations.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the
Department of Commerce and Consumer
Affairs, at Honolulu, Hawaii.

Dated: April 21, 2009

Lawrence M. Rejz

Director of Commerce and Consumer Affairs



To check the authenticity of this certificate, please visit: <http://hbe.ehawaii.gov/documents/authenticate.html>
Authentication Code: 11063-COGS_PDF-7455F2